# 2008 **GUIDE TO VIRGINIA** LANDLORD-TENANT LAW **AND** LOCAL RENTAL HOUSING IN **PLANNING DISTRICT 16**

#### Rappahannock Legal Services, Inc. (RLS)

Rappahannock Legal Services (formerly Fredericksburg Area Legal Aid Society, Inc.) was established in 1973 in order to provide free civil legal assistance to low income individuals and families. The Fredericksburg office provides services to eligible residents of planning district #16, which includes Fredericksburg, Caroline, King George, Spotsylvania, and Stafford counties.

The rental housing information in the 2008 Guide was provided by the individual property managers. The legal information was provided by Rappahannock Legal Services. Every effort has been made to ensure accuracy. All information was current at the time of publication (August, 2008). Rappahannock Legal Services is not responsible for any changes that may have occurred after that time.

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Limited copies of the 2008 Guide have been printed in English and Spanish. Those receiving copies are therefore encouraged to make additional copies of their own. RLS also has electronic copies of its English and Spanish language Guides and will be placing those Guides on its website.

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## **EQUAL OPPORTUNITY IN HOUSING**

IT'S YOUR RIGHT!
YOU MAY NOT BE DENIED HOUSING BASED ON...

RACE
COLOR
SEX
NATIONAL ORIGIN
HANDICAP
ELDERLINESS
FAMILIAL STATUS (families with children)

Realtors, real estate agents, rental agents, and most landlords must show you ALL AVAILABLE housing based on your financial ability only! If you feel that you have been denied an opportunity to see or obtain housing, or even been treated with less enthusiasm because of your skin color, elderliness, handicap, sex, race, religion, national origin, or because you have children, PLEASE call HUD at 1-888-799-2085. (TTY for the hearing impaired: (215) 656-3450). For a free brochure explaining your rights, options, and the sometimes subtle discriminatory actions, contact the Equal Opportunity Committee, Fredericksburg Area Association of Realtors at (540) 373-7711.

#### SPECIAL TIPS TO KNOW

<u>HANDICAPPED TENANTS</u> – must be allowed to make reasonable modifications to their individual units and to the common access areas. Special parking must be allowed. A "no pet" policy cannot prevent a person from keeping an assist animal. For example, seeing eye dogs are not considered "pets" and MUST be allowed by most landlords.

**The Disability Resource Center** is available to assist persons with disabilities in locating housing. Call (540) 373-2559. TTY for the hearing impaired (540) 373-5890.

<u>CHILDREN</u> – Although a reasonable limit on the number of occupants is allowed, this limit cannot mandate "no children". For example, a 1 bedroom unit that allows 2 adults must allow 1 adult and 1 child. A 3 occupant limit must allow a single person with 2 children.

**ELDERLINESS** – Although the Federal Housing Laws do not cover age, Virginia's fair housing laws make it illegal to discriminate based on elderliness. Elderliness refers to any persons who have reached their 55<sup>th</sup> birthday. Neither landlords nor their agents are allowed to steer elderly persons away from or towards any particular housing units.

Sometimes landlords or their agents make discrimination seem reasonable or acceptable. It is YOUR DECISION where to live! If you feel like you have been discriminated against, and if you want to fight it, call HUD at 1-888-799-2085.

## **OVERVIEW OF LANDLORD-TENANT LAW**

#### I. FOUR RULES FOR RENTERS TO REMEMBER

These rules can not prevent every problem that a renter may face, but following them is likely to prevent a lot of confusion and stress.

- 1) Read written leases completely. Not knowing what's in the lease doesn't excuse you from responsibilities.
- 2) Put agreements in writing. Agreements are hard to prove if they are not in writing. If the landlord tells you he will clean the carpeting after you move in, get that in writing. If it's important to you, then you will have to prove that this agreement existed. You can only do that if you have it in writing.
- 3) **Discuss problems with the other party.** Cooperation with the landlord is your best insurance for resolving problems.
- 4) Notify the other party in writing. If you can't resolve a problem, then a statement of the problem should be put in writing promptly and sent to the landlord. You must keep a copy of the letter to prove notification has been given.

#### II. SIGNING A LEASE AND MOVING IN

#### A. WRITTEN LEASES

A lease is a contract. You should read and understand all sections of the lease before signing. If a lease is signed by the tenant and the landlord, a copy must be provided to the tenant within 1 month.

Payment of rent by a tenant or collection of the rent by a landlord can create a lease between the parties even if a written lease has not been signed.

#### B. ORAL AGREEMENTS

An oral agreement needs to be put in writing to be easily enforced. Example: if a landlord tells a tenant that a dwelling will be painted, that promise should be put in writing to become part of the rental agreement.

#### C. <u>DISCLOSURE</u>

At the time of move-in, the landlord must give the tenant written notice of the name and address of: 1) the person or persons authorized to manage the premises, and 2) the owner, or person who acts in legal matters for the owner. Tenants moving in must be notified of any planned conversion in the next 6 months that would displace them. In the event of sale of property, the landlord must notify the tenant of the name, address, and phone number of the purchaser.

#### D. <u>SECURITY DEPOSITS</u>

Before a tenant moves into a unit, the landlord may require the tenant to pay a security deposit.

Here are three important facts about security deposits:

- 1) Security deposits cannot exceed 2 months' rent.
- 2) When you move, the landlord may withhold all or some of the security deposit. The landlord may legally withhold the security deposit for things like unpaid rent (including late fees) and damage caused by the tenant beyond reasonable wear and tear.
  - 3) Landlords must pay interest on security deposits that they hold for more than 13 months. Interest rates are 1% less than the Federal Reserve Board discount rate as of January 1 of each year, but this changes to 4 % less beginning in 2008.
  - 4) The interest rate for 2007 is 5.25%.

Many disputes occur between landlords and tenants over the amount of money that the landlord can legally withhold from a security deposit. For information about the law governing the return of the security deposit, see page 10.

Effective July 1, 2004, landlords can require tenants to pay the premiums for damage insurance, renter's insurance, or both. These payments are rent, and the tenant will never get them back. However, a landlord can not require a tenant to pay more than two months' rent in security deposits, damage insurance, and renter's insurance combined. Effective July 1, 2005, where a landlord obtains damage insurance or renter's insurance for the tenant, the landlord shall name the tenant as a "co-insured."

#### E. INSPECTION OF THE DWELLING

An inspection of the dwelling unit when it is first occupied is very important. This inspection can ensure your security deposit is returned to you. An inspection checklist should note all damages or defects to the property in each room (such as problems with or damages to windows, doors, woodwork, ceilings and walls, floors, cabinets, plumbing pipes and fixtures, structural systems, and appliances). Effective July 1, 2004, the inspection checklist should also indicate whether there is any visible evidence of mold in the unit. If there is visible evidence of mold, the tenant may reject the tenancy or accept the unit 'as is.'

#### The landlord has 3 options for inspection:

- 1) Inspect the dwelling unit himself and provide a copy of itemized damages to the tenant within 5 days of occupancy. The tenant may request additional items to be added to the list within 5 days of receiving the landlord's report.
- 2) Adopt a written policy to allow the tenant to submit the itemized damage list.
- 3) Adopt a written policy to provide that the landlord and tenant shall prepare the inspection report jointly.

If the landlord does not follow any of these three options, a tenant should still submit an itemized damage list of his own.

## **III. DURING THE RENTAL AGREEMENT**

Landlords and tenants both have specific rights and responsibilities during the lease. It is important to know these rights and responsibilities. Otherwise, both landlords and tenants may unknowingly violate the law.

#### A. TENANT'S RESPONSIBILITIES

#### 1. PAYMENT OF RENT

Rent must be paid at the time and place designated by the landlord, and in the form requested (cash, check, money order).

Failure to pay rent when due, including repeated late payment of rent, or the voluntary withholding of rent (for whatever reason) may be a violation of the rental agreement. This may cause the landlord to take the following protective measures allowed by law:

- 1) **Five day pay-or-quit notice**: The landlord may issue a notice giving the tenant 5 days to pay the rent in full or vacate the premises.
- 2) Unlawful detainer warrant: Issuance of such notice allows a landlord the right to begin eviction proceedings against a tenant in the local general district court. However, it does not relieve a tenant of his obligation to fulfill the terms of the rental agreement.
- 3) Eviction: If full payment of rent is not made within 5 days and the tenant fails to vacate, the landlord <u>must</u> file an unlawful detainer action in order to have the tenant evicted. The eviction will be dismissed if the tenant pays all accrued rent (plus reasonable late charges and attorney fees, if any, and court costs) to the landlord or into the court on or before the first court date (known as the "return date") stated on the unlawful detainer warrant. However, a tenant may only make this type of payment once every 12 months.

If the tenant disputes the amount of rent owed, he must appear on the return date to get a second court date for a hearing on the dispute. If the court enters a judgment for possession in favor of the landlord at the first or second court date, the tenant has 10 days to appeal to Circuit Court and post an approved bond. Otherwise the local sheriff can on the 11<sup>th</sup> day serve a writ of possession to forcibly evict the tenant and his/her belongings; if the tenant does not voluntarily move within 72 hours of service, the sheriff can return to forcibly evict the tenant and his property. UNDER VIRGINIA LAW A LANDLORD CANNOT FORCIBLY EVICT A TENANT ON HIS OWN. THE LANDLORD MUST USE THE COURTS TO DO SO. THUS, THE LANDLORD CANNOT LOCK OUT A TENANT OR TERMINATE THE TENANT'S UTILITIES ON HIS OWN.

The estimated length of time from the 5 day pay-or-quit notice to actual forced eviction of the tenant is about 30 days without a hearing. An extra 2-4 weeks are required with a hearing.

**Charges for late rent:** Fredericksburg and Stafford General District Court judges have ruled that late charges greater than 5% of the monthly rent are excessive and illegal under state usury and consumer protection laws; but not all local judges have accepted these rulings.

**Rent Check Drawn on Insufficient Funds:** If a landlord receives, as a rent payment, a check drawn on an account with insufficient funds, written notice may be given to the tenant requiring payment within 5 days by cash, cashier's check or certified check. If such payment is not received, the landlord may proceed to obtain possession in the same way as for non-payment of rent. The Landlord may also charge a bad check fee not to exceed \$50.00.

#### 2. <u>MAINTAINING A CLEAN AND SAF</u>E DWELLING

#### A tenant has the obligation to maintain a clean and safe dwelling. Tenants must:

- 1) Conduct themselves and require their visitors to conduct themselves in a manner that doesn't violate the peace and enjoyment of the neighbors;
- 2) Not deliberately destroy or damage any part of the dwelling;
- 3) Abide by all reasonable and lawful rules and regulations of the lease;
- 4) Use all utilities, facilities, and appliances in a reasonable manner;
- 5) Keep all fixtures as clean as their conditions permit;
- 6) Regularly remove all garbage and waste and dispose of it in appropriate facilities;
- 7) Keep their house or apartment in a clean and safe condition;
- 8) Comply with all applicable housing and fire codes; and
- 9) Not remove or tamper with a working smoke detector or carbon monoxide detector installed by the landlord so as to make it not work (including removing working batteries).

#### What can a landlord do if a tenant violates any of the above obligations?

A landlord must notify a tenant in writing of a violation. If the tenant doesn't correct the problem, the landlord may take one of the following actions:

- 1) The landlord may give notice to the tenant that the situation must be corrected in <u>21 days</u> or the lease will terminate at the end of 30 days; or
- 2) If repair, replacement, or cleaning will correct the violation, the landlord may enter the dwelling and have the work done and bill the tenant.

#### B. <u>LANDLORD'S RESPONSIBILITIES</u>

A landlord must make all repairs and do whatever is necessary to maintain a dwelling in fit and habitable condition. The landlord must:

- 1) Supply running water and reasonable amounts of hot water at all times, air conditioning (where installed) and reasonable heat in season.
- 2) Maintain in good and safe working order all electrical, heating, plumbing, sanitation, ventilation, air conditioning, and other facilities (including those required by any state or local housing or health code) and appliances supplied, or required to be supplied, by the landlord.
- 3) Keep all common areas clean and in structurally safe condition and provide and maintain appropriate waste receptacles in common areas shared by two or more dwelling units.
  - 5) Comply with requirements of applicable building, housing, health, and fire codes.

A Landlord may be liable for the tenant's actual damages caused by the Landlord's failure to perform these responsibilities.

NOTE: Until July 1<sup>st</sup>, 2001, these obligations did not apply to single family residences unless the landlord rented more than 10 such residences in rural areas or more than 4 in urban areas. All landlords are now covered. However, in some instances the responsibilities of landlords and the rights of tenants may still be somewhat less where rural landlords rent 10 or fewer residences and where urban landlords rent 4 or fewer residences. An attorney should be consulted in such cases.

NOTE: Effective July 1, 2005, a tenant who is a victim of domestic violence and who has

obtained a protective order excluding a co-tenant or other authorized occupant from the premises may request the landlord to install a new lock at the landlord's expense.

#### What can a tenant do if the landlord violates the above obligations?

A tenant must notify a landlord in writing of any violation. A landlord's failure to take action within 30 days is considered an unreasonable delay. (Emergencies such as lack of heat or water justify more immediate action.) The tenant may also choose to file a complaint with the local building department or housing inspector and request an on-site inspection to determine whether code violations exist. Local building departments must enforce the Uniform Statewide Building Maintenance Code if a violation of the Unsafe Buildings Section does exist. This includes the counties of Caroline, King George, Spotsylvania, Stafford, and the city of Fredericksburg. The city has its own housing code.

After 30 days (or sooner in the case of an emergency) a tenant may take the following actions:

- 1) If a tenant wishes to continue living in the dwelling (with violations corrected), the next rent payment may be placed into a <u>rent escrow</u> account in the General District Court (or in Rappahannock Legal Services' escrow account if the tenant is represented by legal aid) within 5 days of the rent due date. (A tenant may <u>not</u> simply stop paying rent and may <u>not</u> make repairs and then deduct the cost of the repairs from the rent on his own.) A rent escrow account is set up by the court to hold the tenant's rent payments until the dispute between the tenant and landlord is settled. Once an account is established, a court hearing may be held. At the hearing the court determines the validity of the tenant's claim and decides what to do with the funds.
- 2) For serious violations affecting health or safety, the tenant may seek an emergency order (injunction) from the circuit court. Such an order will require the assistance of a lawyer and may order a landlord to correct violations in the Uniform Statewide Building Code or a local building, housing, health, or fire code.
- 3) If a tenant wishes to terminate a rental agreement for a serious violation and/or continuous violation, he/she must send the landlord a 30 day written notice stating that the lease will terminate if the violations are not corrected within 21 days.

A tenant may use the rent escrow process even if he has received prior late payment notices, and it may serve as a defense to a landlord suit that is based upon nonpayment of rent.

NOTE: A tenant residing in a single-family residence cannot use the rent escrow procedure if he rents from a rural landlord having no more than 10 such residences or from an urban landlord having no more than 4 such residences; instead, he must keep paying the rent and sue to get back part of the rent by "set off."

#### C. RIGHT OF ACCESS BY THE LANDLORD

The right of access by a landlord is restricted. The landlord must give the tenant reasonable notice (generally at least 24 hours) and enter at reasonable times. The landlord may enter without the tenant's consent in case of emergency.

**Refusal by tenant to allow access:** A tenant must also be reasonable and must consent to the landlord's request to inspect the premises and make necessary repairs.

**Abuse of access by landlord:** A landlord may not abuse the right to access or use it to harass a tenant.

# D. <u>TEMPORARY RELOCATION OF THE TENANT FOR NON-EMERGENCY REPAIRS</u>

Effective July 1, 2004 a landlord in his discretion can decide to relocate a tenant for up to 30 days in order to perform non-emergency repairs on a unit. The landlord must give at least 30 days notice before any such relocation, and the relocation must come at no cost to the tenant.

The tenant is responsible for paying the existing rent for the relocation period. A tenant who fails to cooperate with a landlord's request for relocation is deemed to have breached the rental agreement unless the tenant agrees to terminate the rental agreement during the 30 day notice period.

NOTE: If fire or casualty damage or destroy the unit so as to substantially impair a tenant's enjoyment of the dwelling unit or so as to require the tenant to vacate to accomplish the required repairs, the tenant may terminate the lease by vacating and giving notice within 14 days thereafter, and the landlord may terminate upon expiration of a 45 day notice. The landlord must return all security and prepaid rent unless he reasonably believes the tenant caused the damage or casualty.

#### E. <u>CHANGES IN RENTAL AGREEMENTS</u>

Minor changes: such as adding new parking rules are allowed.

<u>Substantial changes</u>: such as increasing the security deposit or adding new restrictions on subleasing are not valid prior to the expiration of the lease unless the tenant agrees to them in writing. <u>Changes in ownership</u>: If the dwelling is sold, except in the case of foreclosure, the new owner is bound to honor any rental agreement existing at the time of the sale.

#### F. RELEASE OF TENANT RECORDS

A landlord or managing authority may release to a third party certain limited information about a tenant, including a tenant's rent payment record, a copy of a material noncompliance notice that has not been remedied, or a copy of a termination notice where the tenant did not remain on the premises thereafter. A landlord may also release tenant information to a third party when the tenant has given prior written consent, when the information is a matter of public record, when the information is requested by a law-enforcement official in the performance of his duties, when the information is requested pursuant to a subpoena in a civil case, or when the information is provided in case of an emergency.

Effective July 1, 2006, a tenant may designate a third party to receive copies of written notices from the landlord relating to the tenancy. If a tenant designates a third party, the landlord must mail the third party a duplicate copy of any summons or notice at the same time the summons or notice is mailed to or served upon the tenant.

## IV. ENDING THE RENTAL AGREEMENT AND MOVING OUT

A tenant or landlord cannot break a rental agreement before its scheduled expiration date (except for military personnel and members of the National Guard under certain circumstances). All

rental agreements must be terminated in accordance with their terms and conditions and the provisions of the law. Many tenants are unaware of the need to provide advance written notice of their intent to vacate. Failure to do so may result in fees being withheld from a security deposit.

#### A. TERMINATING LEASES AND ORAL AGREEMENTS

Automatic renewal clauses: Many leases are automatically renewed unless written notice of termination is given by either party. If no notice is given, the lease is automatically renewed under the same terms specified in the renewal clause. For example, many one year leases convert to month-to-month leases at the end of the 1 year term. Many tenants are unaware of the need to provide advance written notice of their intent to vacate. Usually tenants must give at least a month's written notice of their intent to vacate.

If the landlord proposes any changes to a lease (such as rent increase), written notification must be given before the lease expires. Unless the tenant agrees to the change in writing, such notice will constitute a notice to vacate the premises.

Effective July 1, 2005, if the tenant remains in possession with the agreement of the landlord and if no new rental agreement is entered into, the terms of the original agreement remain in effect and govern the new month-to-month tenancy, except the rent shall be either the original rent or a new rent pursuant to a landlord's 30 day notice.

**Termination of oral agreements:** Written notification to terminate a rental agreement, usually 30 days in advance of the last paid rent, is required even when there is no written lease.

**Subsidized housing:** It is important to verify requirements with your resident manager or Section 8 housing administrator when you occupy subsidized housing. Failure to follow correct procedures can result in your rental subsidy being revoked.

**Mobile homes:** Park owners must offer year-round residents at least one-year leases that shall automatically renew for at least one more year, unless the park owner gives a 60 day notice prior to the expiration of the first one-year lease. If the park owner and the mobile home seller have common family members or business interests, the lease shall be renewed except for good cause reasons that would otherwise justify eviction. Effective July 1, 2005, a 180 day notice is required to terminate a rental agreement based upon rehabilitation or a change in use of a mobile home park.

<u>NOTE</u>: A tenant who owns his mobile home and who has been evicted from a mobile home park shall have 90 days after judgment has been entered to sell or remove his home from the park. However, the tenant must pay all rent due up until judgment and rent as it comes due during the 90 day post-judgment period.

#### B. <u>RETURN OF THE SECURITY DEPOSIT</u>

**Inspection of the dwelling:** A landlord is required to make an inspection of the dwelling unit after it is vacated in order to determine the amount of the security deposit to be returned to the tenant. The law gives the tenant the right to be present at the time this inspection takes place. The tenant must make a written request to the landlord, who must notify the tenant of the time and date of the inspection. Inspection by the landlord must be made within 72 hours of termination of the rental

agreement. The landlord must give the tenant an itemized list of all damages existing at the time of inspection. It is important for both parties to be present at the inspection so that any disagreements regarding damages may be resolved. The checklist from the final inspection should be compared to the one completed at the time the dwelling was first occupied in order to determine the amount of damages for which the tenant may be liable.

**Deposit withholdings:** During the tenancy the tenant must be given written notification of any deductions which will be made from a security deposit. The deductions must be itemized and sent to a tenant within 30 days unless the deductions occur less than 30 days prior to the termination of the rental agreement.

A landlord may make withholdings from a security deposit for the collection of unpaid rent (including late fees) and damages caused by a tenant beyond reasonable wear and tear. A dwelling must be left clean and free of all items belonging to the tenant. Any cleaning costs that are made necessary by the condition in which the dwelling is left may be deducted from the security deposit.

**"Wear and Tear":** What constitutes "wear and tear" is a common cause for disagreement between landlords and tenants. Generally, wear and tear is defined as unavoidable deterioration of the dwelling and its fixtures, which results from normal use.

For example, deterioration of carpeting resulting from normal traffic through a dwelling is wear and tear, but cigarette burns in the carpet are avoidable and constitute damages.

**Return of the deposit:** A landlord has up to 45 days after a dwelling is vacated to return a security deposit and earned interest. An itemized list of withholdings must accompany the amount returned. Whoever owns or holds the rental property at the end of the lease must meet this obligation. If the deposit is not returned within 45 days, or if unreasonable withholdings are made, a tenant may seek relief through a lawsuit (warrant in debt) filed in the General District Court.

#### C. THE EVICTION PROCESS

The law gives the landlord the right to repossess a dwelling following a serious violation of the rental agreement by the tenant. The eviction process may vary slightly in different localities; however there are three steps:

- 1) A violation of terms and conditions of the rental agreement occurs, such as nonpayment of rent, disturbing other tenants, physical destruction of the premises, etc.
- 2) A written notice is mailed to the tenant, or hand delivered by the landlord or his agent, specifying the act(s) and omission(s) constituting the violation, and stating that the rental agreement will terminate as provided in the notice.
  - a. <u>Correctable violations</u>: If the violation is correctable by repairs, payment of damages, or other actions and the tenant adequately corrects the violations prior to the date specified in the notice, the rental agreement will not terminate. The correction period is usually 21 days. The rental agreement usually terminates within 30 days of the notice date if the violations are not corrected within 21 days.
  - b. <u>Non-correctable violations</u>: If the violation is not correctable or has occurred before, the landlord may terminate the rental agreement with a straight 30 day notice. Eviction notices can be reduced from 30 to 15 days for tenants who have committed a criminal or willful act which is not remediable and which poses a threat to the health or safety of other tenants (e.g., illegal

drug activity).

- c. <u>Delinquent rent</u>: If the notice is for unpaid rent, and the tenant fails to pay rent within 5 days after receiving notice, then the landlord may terminate the rental agreement and seek possession of the dwelling unit.
- 3) The landlord seeks to obtain **possession** of the dwelling by filing a request with the clerk of the General District Court to issue a "summons for unlawful detainer" on the tenant advising him when to appear in court. If the court finds on the return date or trial date that the tenant has no legal right to the dwelling, the tenant is ordered to vacate the unit by a specific date (usually within 10 days) or face forcible eviction by the Sheriff. The tenant has 10 days to appeal to Circuit Court and post an approved bond. Otherwise the local sheriff can on the 11<sup>th</sup> day serve a writ of possession to forcibly evict the tenant and his/her belongings; if the tenant does not voluntarily move within 72 hours of service, the sheriff can return to forcibly evict the tenant and his property.

NOTE: Effective July 1, 2005, the landlord may choose to continue his **monetary claims** for up to 90 days in order to establish the final rent and damages due.

**Tenant Liabilities:** Moving out within 5 days of receiving a notice of delinquent rent does not automatically release the tenant from his obligations. A judgment may be entered against the tenant, requiring payment of rent until the rental agreement expires or until a new tenant enters, whichever comes first. In some cases, the tenant's wages may be garnished to ensure payment. In some cases, a tenant may also be liable for the landlord's attorney's fees.

**Limitations to Landlord Actions:** The law prohibits the landlord from removing or excluding the tenant from the premises, or denying essential services such as utilities, until such time as the Court orders an eviction and the sheriff enforces it.

Waiver of Landlord's Rights: Unless the landlord accepts the rent with reservation and gives the tenant written notice of such acceptance within 5 business days, a landlord accepting payment of rent with knowledge of material noncompliance with the rental agreement by the tenant waives or gives up the right to terminate the rental agreement. An important exception to the rule arises if the tenant's violation involves or constitutes a criminal or willful act that is not remediable and poses a threat to health or safety. In that case, the landlord may immediately terminate the agreement and seek possession of the premises. If a landlord has given the tenant written notice that rental payments are accepted with reservation, the landlord may accept full payment and still be entitled to receive an order for possession terminating the rental agreement.

Redemption of Tenancy: The law gives the landlord the right to terminate a rental agreement and repossess a dwelling unit following a serious violation of the rental agreement by the tenant. However, in the case of nonpayment of rent, if a tenant pays all rent, arrears, late charges, interests, and costs by the return date, all proceedings for eviction or unlawful detainer will cease even if the landlord says rent was accepted "with reservation." The court decides any dispute between the parties regarding amount owed. This "right of redemption" of tenancy may be exercised by the tenant no more that one time during any 12 month period.

**Special Protection for Victims of Domestic Violence:** An act of violence that occurs in a dwelling unit or on the premises may qualify as material noncompliance with the rental agreement that could justify eviction. However, effective July 1, 2006, a tenant who is a victim of family abuse may be protected from eviction (1) if she notifies the landlord of the abuse and the landlord then bars the

perpetrator from the dwelling unit, or(2) if she obtains a protective order against the perpetrator. To qualify for protection, a tenant who is a victim of domestic violence must:

- 1) within 21 days of the alleged offense, provide written documentation to the landlord that corroborates her status as a victim of family abuse and shows that the perpetrator has been excluded from the dwelling unit; AND
- 2) notify the landlord within 24 hours if the perpetrator, in violation of a bar notice, returns to the dwelling unit or premises. If the tenant can prove that she did not know that the perpetrator violated the bar notice, or that it was not possible for her to notify the landlord within 24 hours, then the tenant must notify the landlord within 7 days of the perpetrator's return.

If these conditions are not met, a tenant who is a victim of domestic violence may remain responsible for the acts of other co-tenants, occupants, or guests, including the perpetrator, and may be subject to termination of the rental agreement pursuant to the lease.

#### D. <u>DISPOSAL OF ABANDONED PROPERTY</u>

Personal property left in the rental unit (or storage area) after the lease ends and the landlord regains possession can be considered abandoned at the time. The landlord may dispose of the property after 24 hours if the landlord has given the tenant proper prior written notice. A termination notice is one way, but not the only way, that the landlord may give such notice.

Effective July 1, 2006, if a tenant who is the sole occupant of a dwelling unit dies and there is no person authorized to handle probate matters for the deceased tenant, the landlord may dispose of the personal property left in the premises, provided he has given at least 10 days' written notice to the person identified in the rental application as the person to be contacted in the event of the tenant's death.

## RENT ASSISTANCE PROGRAMS

### I. SUBSIDIZED HOUSING

Based on their income, individuals and families may qualify for subsidized housing through the Section 8 and other rental assistance programs such as Section 202 (elderly and handicapped) and Section 515 (rural). Rent for this housing is generally based on 30% of the adjusted gross income of the family. The rental assistance is either tied to units in a multi-family housing complex (project-based assistance) or tied to vouchers that individuals use to shop for their own individual housing in the local housing market.

Subsidized housing is very limited in this area; therefore, waiting lists are quite long. Federal law requires, however, that priority be given to applicants who: (1) either work or live locally; or (2) who have a disability or share a household with a spouse or other adult who has a disability; or (3) who are homeless at the time of admission. Currently, there are no multi-family project-based Section 8 housing developments in Caroline or King George counties. Individuals, however, can use a "housing choice" Section 8 voucher in these two counties, as well as in Fredericksburg, Spotsylvania, and Stafford, if they find a landlord who is willing to accept the voucher. Spotsylvania and Caroline counties also have low-rent housing (Section 515) under USDA/ Rural Development (formerly Farmers Home Administration).

The waiting time for qualified applicants to obtain multi-family project-based housing and vouchers can vary considerably based on factors such as: (1) whether applications are being accepted; (2) the frequency with which vacancies become available; (3) whether additional vouchers are awarded to local agencies administering the Section 8 program; and (4) whether applicants meet qualifications for preferences.

#### **II.** TAX CREDIT PROGRAMS

Virginia's low income housing tax credit law allows landlords renting units to low-income tenants who reside in a domestic violence or homeless shelter during the 12 months proceeding the lease term, as well as elderly and disabled tenants, to qualify for tax credits of 50% of the rent reductions that are allowed to such tenants. Tax credits will generally not reduce rents as much as Section 8 and other rent subsidy programs.

## **EMERGENCY HOUSING**

#### **COLD NIGHT SHELTER**

Location to be determined for Winter, 2008.

Call City Hall for information.

Open between November 1 and March 31 when the temperature drops below 25 degrees Fahrenheit. Hours: 9 p.m. to 8 a.m. Breakfast served in the morning; light snack at night.

#### CULPEPER COMMUNITY DEVELOPMENT

602 S. Main Street, Suite #3

Culpeper, VA 22701

Contact person: Sam Aitken – Director

Ph: 540-825-7434

This organization provides a variety of housing services to low-income and homeless people in the Culpeper area. At present, it operates an emergency shelter with ten beds that serves homeless people in Culpeper County and Culpeper for up to 30 days, with priority given to families with children. Two transitional houses are also available for periods of up to one year. In all cases, housing, counseling, and supportive services are offered to clients.

#### SHELTERING ARMS - ORANGE COUNTY SHELTER

454 North Madison Road

Orange, VA 22960

Contact persons: Mary Lee Hensel

Ph: 540-672-6210

#### THE THURMAN BRISBEN CENTER

471 Central Road

P.O. Box 1295

Fredericksburg, VA 22402

Ph: 540-899-2891

Dinner provided to non-residents. Operated by the Rappahannock Area Church Shelter Board, the shelter is open to both individuals and families from Planning District 16 who are able to care for themselves. 80 beds. Length of stay: 30 days with possible extension up to 90 days.

#### THE HAVEN

Fredericksburg, VA Ph: 540-373-9373

Operated by the Rappahannock Council on Domestic Violence, this is a temporary shelter for victims of domestic violence who are in crisis and their children. The maximum length of stay is 60 days.

## TRANSITIONAL HOUSING

#### **HOPE HOUSE**

902 Lafayette Boulevard Fredericksburg, VA 22401

Ph: 540-371-0831

Hope House is a temporary facility for homeless women and their children. The maximum length of stay is 2 years. Referral by a social agency is required.

## SUBSIDIZED AND SECTION 8 HOUSING

Individuals and families may qualify for subsidized housing based on income.

Rent is generally based on 30% of your adjusted income.

#### **CAROLINE MANOR**

150 Courthouse Lane (office mailing address)

Bowling Green, VA 22427

Ph: 804-633-9900

Subsidized. Accepts Section 8. Tax credit community. Rent is 30% of income, or basic rent is \$495 for 2 Bedroom and \$531 for 3 Bedroom. Handicapped accessible unit available. \$19/adult application fee. Assistance animals welcome. Trash included. Security deposit, equal to 1 month's rent. Waiting List.

#### **COURTHOUSE GREEN APARTMENTS**

8132 Pool Drive

Spotsylvania, VA 22553

Ph: 540-582-9421

Subsidized. Accepts Section 8. Tax credit community. Minimum income requirement of \$2,000. Maximum income requirement of \$33,100. 1 Bedroom, \$442-628; 2 Bedroom, \$552-738. Security deposit, 1 month's rent. Water, sewer, and trash included. No pets. Waiting list, 9 months-1 year. Application fee \$25.

#### FOREST VILLAGE APARTMENTS

1300 Forest Village

Fredericksburg, VA 22401

Ph: 540-371-2200

Accepts Section 8. Tax credit varies. 1 Bedroom, \$700; 2 Bedroom, \$800; 3 Bedroom, \$900. Security deposit, 1 month's rent. Water, trash, and sewer included. Resident pays gas and electric. No handicapped accessible units available. Application fee of \$25.

#### **GARRISON WOODS**

207 Garrison Woods Drive

Stafford, VA 22554

Ph: 540-659-6078

Subsidized. Accepts Section 8. 1, 2, 3, and 4 Bedroom. Rent is 30% of resident gross income. Water, trash, and sewer included. Some handicapped accessible units available.

#### HAZEL HILL APARTMENTS

100 Princess Anne Street #101

Fredericksburg, VA 22401

Ph: 540-373-1422

Accepts Section 8. Rent based on 30% of income. Background checks. 2-3 year waiting list. No Pets. Security deposit based on income.

#### HERITAGE PARK APARTMENTS

1003 Heritage Park

Fredericksburg, VA 22401

Ph: 540-371-9362

Subsidized. Accepts Section 8. Complete tax credit program. 2 and 3 Bedroom. Rent based on income. Water, sewer, and trash included. Waiting list. Security deposit, 1 month's rent. Minimum income requirements.

#### RIVERWOOD APARTMENTS

368 Riverwood Drive

Colonial Beach, VA 22443

Ph: 804-224-0901

Section 8. Minimum and maximum income requirements. 1, 2, and 3 Bedroom. Rent and security deposit are based on income. Resident pays utilities. Companion pets allowed. 4 handicapped accessible units available. Waiting list.

#### SKY TERRACE

126 Onville Road

Stafford, VA 22556

Ph: 540-658-1700

Accepts Section 8. 2 Bedroom, \$1,035-1270; 3 Bedroom, \$1,105-1,330; 4 Bedroom, \$1,195-1,415. Resident pays all utilities, plus \$12/month trash pickup. No handicapped accessible units available. Waiting list. \$35 application fee. Pets welcome with \$300-400 deposit. Security deposit, \$300 and up.

#### STAFFORD LAKES APARTMENTS

35 Stonehaven Drive

Fredericksburg, VA 22406

Ph: 540-286-0950

Accepts Section 8. Tax credit community. Minimum income requirement of \$25,725 for 2 Bedroom; \$29,225 for 3 Bedroom. Credit and background check required. 2 Bedroom, \$905 and up; 3 Bedroom, \$1,005 and up. Security deposit, \$250 for 2 bedroom, \$300 for 3 bedroom. Water, trash, and sewer included. Pets welcome with a \$300 deposit and \$25/month. Application fee of \$32. Washer and Dryer included.

#### **STONEGATE**

20 Stonegate Place

Stafford, VA 22554

Ph: 540-659-4141

Accepts Section 8. Tax credit. Minimum income requirement. Credit check required. 2 Bedroom, \$1029; 3 Bedroom, \$1,135. Security deposit starting from \$250. Washers and dryers. Pets under 25 lbs. welcome. 9 wheelchair handicapped accessible units available.

#### THE PINES

8835 Crismond Lane

Spotsylvania, VA 22553

Ph: 540-582-2415

Maximum income requirements. 1 and 2 Bedroom. Rent and security deposit, 30% of income. Water, trash, and sewer included. No pets. Waiting list.

#### TIMBER RIDGE

3500 Golden Field Lane

Fredericksburg, VA 22408

Ph: 540-710-6595

Accepts Section 8. Tax credit. 2 Bedroom. \$895-920; 3 Bedroom, \$1,020-1,040. Security deposit, \$300. Resident pays utilities. Washer and dryer included. 2 level town homes with steps and wheelchair accessible interior. Application fee \$35.

## **SENIOR HOUSING**

#### ALEXANDER HEIGHTS

2704 Salem Church Rd.

Fredericksburg, VA 22407

Ph: 888-446-3241

Age 62+. 1 Bedroom, \$975; 2 Bedroom, \$1,215. Accepts Section 8. Pets under 50lbs. welcome with \$275 deposit and \$25/month. Administrative fee \$300. Application \$35 (single) or \$40 (couple).

#### **ASBURY MANOR**

10235 Brittany Commons Spotsylvania, VA 22553

Ph: 540-710-1905

Subsidized. Age 62+. 1 Bedroom. Rent is 30% of income. Resident pays electric. Pets under 20 lbs. welcome with \$300 deposit. Some handicapped accessible units available. Waiting list.

#### **BELLEVIEW APARTMENTS**

224 Belleview Avenue

Orange, VA 22960

Ph: 540-661-3300

Seniors only. Accepts Section 8. 1 Bedroom, \$585; 2 Bedroom, \$625-685. Security deposit, 1 month's rent. Utilities included, including basic cable. Up to 2 pets welcome if under 25 lbs each. Some handicapped accessible units available. Waiting list.

#### COURTHOUSE LANE APARTMENTS

150 Courthouse Lane

Bowling Green, VA 22427

Ph: 804-633-9900

Subsidized. Tax credit community. Accessible apartments for elderly or disabled adults. Rent is 30% of income. Pets allowed. Rent includes water and trash. Security deposit is equal to first month's rent. Waiting list.

#### **ENGLISH OAKS**

11 Darlington Way

Fredericksburg, VA 22406

Ph: 540-372-7797

Age 55+. 1 Bedroom, \$945; 2 Bedroom, \$1,034. Heat, water, sewer, and trash included. Fred Bus pickup and drop off.

#### **ENOCH GEORGE MANOR**

10231 Brittany Commons

Fredericksburg, VA 22553

Ph: 540-710-9989

Age 55+, but 8 apartments for rent to those under 55. Accepts Section 8. Tax credit community. Minimum income requirements based on apartment size: 1 Bedroom, \$20,000; 2 Bedroom, \$24,850. Maximum income requirements based on number of people: 1 person, \$41,340; 2 people, \$47,220; 3 people, \$53,160; 4 people, \$59,040. 1 Bedroom, \$795; 2 Bedroom, \$895. \$32 application fee. \$200 security deposit. Water, sewer, and trash included. Pets up to 35 lbs. welcome with \$200 pet fee, shot records, and proof of registration.

#### THE GARDENS OF STAFFORD

2195 Mountain View Road

Stafford, VA 22556

Ph: 540-657-1003

www.firstcentrum.com
Age 55 and older. Accepts Section 8. Tax credit. Maximum income requirements: 1 person, \$41,340; 2 people, \$47,220. \$40 application fee. 1 Bedroom, \$899; 2 Bedroom, \$1,090 and up. \$99 security deposit. Water and trash included. 8 handicapped accessible units available. Pets under 35 lbs.

welcome.

#### **GERMANNA HEIGHTS**

35059 Germanna Heights Drive

Locust Grove, VA 22508

Ph: 540-423-1090

Accepts Section 8. Tax credit. Age 45+. 1 Bedroom, \$580; 2 Bedroom, \$690. One pet under 30 lbs. welcome with \$150 deposit. 2 handicapped accessible units available. All doorways in buildings are wheelchair accessible.

#### KINGS CREST

11500 Kings Crest Court Fredericksburg, VA 22407

Ph: 540-891-9278

Accepts Section 8. Tax credit. Age 55+. 1 Bedroom, \$790-800; 2 Bedroom, \$930-940. Garage, \$65; carport, \$25. Heat, water, trash, and sewer included. Pets under 35 lbs. welcome with \$150 deposit. 5 handicapped accessible units available. \$40 application fee. Security deposit, ½ month's rent with approved credit.

#### MADONNA HOUSE

2600 Cowan Boulevard Fredericksburg, VA 22401

Ph: 540-371-8212

Accepts Section 8. Minimum and maximum income requirements. Age 55+. 1 Bedroom, \$730-780; 2 Bedroom, \$880. Gas, water, and trash included. Pets under 20 lbs. welcome with \$200 deposit. Some handicapped accessible units available. Security deposit, \$200.

#### MCKENDREE MANOR

101 McKendree Court

Fredericksburg, VA 22406

Ph: 540-373-1419

Subsidized. 1 Bedroom and efficiencies. 62+, but 2 units available for under 62 with mobility impairment. Rent is 30% of income. \$66 utility allowance included. Pets under 20lbs. welcome with \$300 deposit. Waiting list.

#### MEADOWS AT SALEM RUN

5711 Castlebridge Road

Fredericksburg, VA 22407

Ph: 540-786-1733

Accepts Section 8. Tax credit. Maximum income requirements. 1 Bedroom, \$750-798; 2 Bedroom, \$980-1,000. Resident pays electric, phone, and cable. Pets under 35 lbs. welcome with \$150 deposit. Some handicapped accessible units available, with 5 in ADA compliance. Security deposit equal to 1/2 month's rent. \$40 application fee.

#### MILL PARK TERRACE

2216 Caroline Street

Fredericksburg, VA 22401

Ph: 540-371-4430

Accepts Section 8. 62+ or 18+ with handicap or disability. Subsidized. 1 Bedroom. Rent and security deposit based on 30% of income. Water, trash, and sewer included. 1 pet under 25 lbs. welcome with a deposit based on income. 12 wheelchair accessible units available. 12-24 month waiting list.

#### THE EVERGREENS AT SMITH RUN

2700 Cowan Boulevard

Fredericksburg, VA 22401

Ph: 540-374-1544

Active adults 55+. 1 Bedroom, \$978 and up; 2 Bedroom, \$1,253 and up. Water and trash included; resident pays phone, cable, and electric. Pets under 25 lbs. welcome with a \$250 deposit and \$25/month. 2 wheelchair accessible units available. Fred bus pickup and drop off. Application fee \$35, security deposit \$250.

#### THE OAKS

3900 Sound View Circle

Triangle, VA 22172

Ph: 703-221-6257

At least one person must be 55 or over. Accepts Section 8. Tax credit community. Maximum income requirements: 1 person, \$34,450; 2 people, \$39,350. Minimum income requirement, \$18,000. \$32 application fee. 1 Bedroom, \$725; 2 Bedroom, \$820. \$300 security deposit. Water, sewer, and trash included. Cats only welcome with \$300 deposit. Handicapped accessible units available.

## **GENERAL RENTAL UNITS**

#### APARTMENTS BY GLENNEL

10573 Glenwood Drive

King George, VA 22485

Ph: 540-775-2889

2 Bedroom, \$835. Water and trash included. All ground floor. Short-term lease of 6 months available. Pets welcome on a case-by-case basis. Application fee, \$20. Security deposit and income requirements depend on circumstances.

#### ALTA AT COURTHOUSE SQUARE

26 Davenport Drive Stafford, VA 22554

Ph: 540-720-2001

1 Bedroom, \$1,134-1,230; 2 Bedroom, \$1,157-1,376; 3 Bedroom, \$1,545-1,649. Security deposit, \$350. \$7 trash. Pets welcome with \$300 fee, \$35/month/pet, with a breed restriction on dogs. Some handicapped accessible units available. Waiting list.

#### **AQUIA TERRACE**

190 White Pine Circle Stafford, VA 22554 Ph: 540-288-9800

1 Bedroom, \$995 and up; 2 Bedroom, \$1,120 and up; 3 Bedroom, \$1,320 and up. Security deposit, \$250. Resident pays utilities. Trash included. 6 and 12 month leases available. Pets welcome with breed restrictions on dogs and a \$250 deposit, \$300 fee, and \$30/month animal rent. 6 handicapped units available. Application fee \$32.

#### **BAYVUE**

1293 Bayside Ave. Woodbridge, VA 22191 Ph. 703-491-5032

Accepts Section 8. Efficiency, \$760; 1 Bedroom, \$870; 2 Bedroom, \$990-1,035; 3 Bedroom, \$1,150. \$30 application fee. Pets welcome with size limitations and \$35-55/month animal rent. Gas, water, and trash included. Security deposit of \$200 or ½ month's rent.

#### **BELMONT AT COWAN PLACE**

2520 Belmont Terrace

Fredericksburg, VA 22401 Ph: 540-371-7005

1 Bedroom, \$995 and up; 2 Bedroom, \$1,150 and up. Security deposit, \$250 and up dependent on credit check. Resident pays all utilities. 3-5 month leases available with \$100 premium. 6-11 month

leases available with no premium. Pets welcome with a \$250 deposit for cats and \$300-500 deposit for dogs, with breed restrictions on dogs. 5 handicapped accessible units available. Waiting list. \$40 application fee. \$250 amenities fee.

#### **BREEZEWOOD APARTMENTS**

10502 Rising Ridge Road Fredericksburg, VA 22407

Ph: 540-898-4411

1 Bedroom, \$779-799; 2 Bedroom, \$959-999. Security deposit, \$200 and up. Water, trash, and sewer included. 4 handicapped accessible units available. Application and Administrative fee of \$25.

#### **BRITTANY COMMONS APARTMENTS**

10122 Kensal Way

Spotsylvania, VA 22553

Ph: 540-891-2990

Accepts Section 8. Minimum income of 3 times the monthly rent. 1 Bedroom, \$965 and up; 2 Bedroom, \$1065; 3 Bedroom, \$1295. Security deposit, \$375. Trash and sewer included. 3, 6, 9, and 12 month leases available with rent premium. Pets under 90 lbs. welcome with \$25/month animal rent and \$250-400 deposit. Some handicapped accessible units available. Waiting list. Application fee \$35.

#### **CLARKE APARTMENTS**

715 William Street

Fredericksburg, VA 22401

Ph: 540-373-3952 (ask Charles Caple about the Clarke Apartments)

Credit check. 1 and 2 Bedroom. Call for rent rates. Security deposit is 1 month's rent. Water, trash, sewer, and heat included. No pets. No smoking. No handicapped accessible units available.

#### **COLONIAL HEIGHTS APARTMENTS (CVHC)**

200 Charles Street

Fredericksburg, VA 22401

Ph: Contact CVHC office 540-604-9943

Under renovation, not accepting applications. Expected to be operational in September, 2009.

#### **COURTHOUSE GREEN APARTMENTS**

8132 Pool Drive

Spotsylvania, VA 22553

Ph: 540-582-9421

Subsidized. Accepts Section 8. Tax credit community. \$2,000 minimum income. Maximum income requirement of \$33,100. 1 Bedroom, \$442-628; 2 Bedroom, \$552-738. Security deposit, 1 month's rent. Water, sewer, and trash included. No pets. Waiting list, 9 months-1 year. Application fee \$25.

#### **CRESCENT POINTE**

414 Malvern Hill Court

Stafford, VA 22554

Ph: 540-288-8700

Minimum income of \$31,770/year. 3 Bedroom, \$1,059. Security deposit, \$250. Trash included. Pets under 45 lbs. welcome with a \$300 deposit and \$25/month. 2 handicapped accessible units available. Application fee \$32. Section 8. Tax credit community.

#### **CRESTVIEW APARTMENTS**

100 Crestview Way

Fredericksburg, VA 22401

Ph: 540-368-1303

Accepts Section 8. Tax credit varies. Minimum income requirements. 1 Bedroom, \$920 and up; 2 Bedroom, \$969 and up; 3 Bedroom, \$1,090 and up. Security deposit \$250 and up. Pets under 25 lbs. welcome with \$100 non-refundable deposit, \$25/pet/month. 4 handicapped accessible units available. Application fee \$32.

#### DAHLGREN HARBOUR APARTMENTS

5392 Harbour Court Dahlgren, VA 22485

Ph: 540-663-2617

2 Bedroom, \$700 and up. Security deposit based on credit. Water, trash, and sewer included. No pets. Application fee \$50. Accepts Section 8.

#### ENGLAND RUN TOWNHOMES

2 Sondra Lane Stafford, VA 22406

Ph: 540-371-7066

Accepts Section 8. Tax credit varies. Minimum income requirements. Application fee, \$35. 2 Bedroom, \$1,016 and up; 3 Bedroom, \$1,144 and up. Security deposit based on income. Resident pays all utilities. Pets under 50 lbs. welcome with \$25/month and breed limitations on dogs. Waiting list.

#### FALL HILL APARTMENTS

100 Weston Lane

Fredericksburg, VA 22401

Ph: 540-371-5244

Accepts Section 8. Minimum income requirements. 1 Bedroom, \$795 and up; 2 Bedroom, \$855 and up; 3 Bedroom, \$910 and up. Security deposit is ½ month's rent and up. Water, trash, and sewer included. 6 month short-term leases available. No more than two cats or dogs under 35 lbs. welcome with \$300 deposit and \$25/month. Application fee \$32.

#### FOREST VILLAGE APARTMENTS

1300 Forest Village

Fredericksburg, VA 22401

Ph: 540-371-2200

Accepts Section 8. Tax credit varies. 1 Bedroom, \$700; 2 Bedroom, \$800; 3 Bedroom, \$900. Security deposit, 1 month's rent. Water, trash, and sewer included. Resident pays gas and electric. No handicapped accessible units available. Application fee of \$25.

#### **GARRISON WOODS**

207 Garrison Woods Drive

Stafford, VA 22556

Ph: 540-659-6078

Subsidized. Accepts Section 8. 1, 2, 3, and 4 Bedroom. Rent is 30% of resident gross income. Water, trash, and sewer included. Some handicapped accessible units available. No pets. Security deposit varies based on income. Waiting list.

#### **GREENBRIER APARTMENTS**

1 Greenbrier Drive

Fredericksburg, VA 22401

Ph: 540-373-2319

1 Bedroom, \$875-950; 2 Bedroom, \$990-1,085; 3 Bedroom, \$1,360. Resident pays all utilities. Pets welcome with \$350 fee for 1<sup>st</sup> pet and \$150 fee for 2<sup>nd</sup>, \$15/pet/month, maximum of 2 pets. Some handicapped accessible units available. Minimum income of twice the rent. Security deposit based on credit. Application fee of \$50.

#### **GREENS AT FALLS RUN**

2500 Green Tree Road

Fredericksburg, VA 22406

Ph: 540-371-5298 or 866-820-2033

Minimum income requirement of 3 times the monthly rent. 1 Bedroom, \$915-966; 2 Bedroom, \$1,035 - \$1,111. Security deposit, \$100 and up. Trash included. 3 month short-term lease available. No more than 2 pets welcome with \$300 deposit for 1<sup>st</sup> pet and \$150 deposit for 2<sup>nd</sup>; breed restrictions on dogs. Reasonable accommodations will be made for handicapped. \$32 paper application fee, or \$9.95 online application fee.

#### **GREENS OF SALEM RUN**

5600 Salem Run

Fredericksburg, VA 22407

Ph: 540-785-5211 or 866-552-5819

Section 8. Tax credit. Minimum income requirement of \$29,250. 1 Bedroom \$897-\$988, 2 Bedroom, \$982 - \$1088 and up; 3 Bedroom, \$1,050 and up; 4 Bedroom, \$1,199 and up. Security deposit, \$150-250. Water, trash, and sewer included. Resident pays electric. Pets under 25 lbs. welcome with \$300 deposit and \$25/month. Some handicapped accessible units available. Application fee \$32.

#### HERITAGE PARK APARTMENTS

1003 Heritage Park

Fredericksburg, VA 22041

Ph: 540-371-9362

Subsidized. Accepts Section 8. Complete tax credit program. 2 and 3 Bedroom. Rent based on income. Water, sewer, and trash included. Waiting list. Security Deposit 1 month's rent (can be paid in installments). Minimum Income requirements. No application fee. Maximum of 2 pets welcome with \$100 deposit.

#### **KENDELWOOD APARTMENTS**

214 Kings Mill Court

Fredericksburg, VA 22401

Ph: 540-371-0606

Minimum income of \$25,000 for the 1 bedroom and \$30,000 combined for the 2 bedroom. 1 Bedroom, \$875; 2 Bedroom, \$990. Water, trash, and sewer not included. Breed restrictions for pets, no weight limit. 2 handicapped accessible units available with handicapped parking. Application fee \$25. Security deposit \$150 and up.

#### KILBURN CROSSING

6601 Charmed Way

Fredericksburg, VA 22407

Ph: 540-786-8660

Accepts Section 8. Minimum income requirement of 3 times the monthly rent. 1 Bedroom, \$980 and up; 2 Bedroom \$1,035 and up; 3 Bedroom \$1,280 and up. 6-12 month leases available. Pets welcome, with breed restrictions on dogs, and \$400 deposit. Some handicapped accessible units available. Application fee \$30. \$150 security deposit. Resident pays all utilities.

#### LAKEWOOD APARTMENTS

100 Waterside Terrace

Stafford, VA 22554

Ph: 540-720-0544

Minimum income requirements. 1 Bedroom, \$825-915; 2 Bedroom, \$1,050-1,070. Security deposit, \$350 and up. Water, trash, sewer, and washer and dryer included. Resident pays electric, cable, and telephone. Pets welcome, restrictions apply, \$150 deposit \$25/month animal rent. Some handicapped accessible units available.

#### LEE STREET TOWNHOMES

Bowling Green, VA 22427

Ph: 804-633-9900

Subsidized. Accepts Section 8. 2 Bedroom, rent is 30% of income or basic \$600. \$19 application fee. Security deposit is equal to 1 month's rent. Resident pays utilities. Washer/dryer combo included. Assistance animals welcome. Waiting list.

#### **LONGVIEW**

13723 Lynn St.

Woodbridge, VA 22191

Ph: 703-494-1930

Accepts Section 8. Efficiencies, \$735; 1 Bedroom, \$830; 3 Bedroom town homes, \$1,215-1,315; 4 Bedroom, \$1,250. Heat, hot water, and gas included; town homes include trash and sewer; resident pays electricity. Security deposit, \$200-1 month's rent. \$30 application fee. Maximum of 2 pets welcome, maximum of 50 lbs.

#### **MANOR at ENGLAND RUN**

101 Knights Court

Fredericksburg, VA 22406

Ph: 540-372-3793 or 866-254-8720 toll free

Minimum income requirement of 3 times monthly rent. 1 Bedroom, \$840 - \$935; 2 Bedroom, \$970 - \$1,110; 3 Bedroom, \$1,240 - \$1,395. Security deposit \$100 and up. 3-14 month leases available. Pets welcome, with breed restrictions on dogs. 6 handicapped accessible units available. \$23 application fee. \$200 administrative fee. Trash included. Resident pays electric and water.

#### THE MEADOWS

400 A Meadow Ave.

Colonial Beach, VA 22443

Ph: 804-224-4100

Subsidized housing. Tax credit. 202 PRAC. Head of household must be 62 or older. Maximum income requirements: 1 person, \$28,850; 2 people, \$34,100. 1 Bedroom, rent is 30% of income. No application fee. \$60 utility allowance. Security deposit is equal to 1 month's rent. Handicapped accessible units available. Pets welcome with \$300 pet deposit. Waiting list.

#### **MELROSE**

18194 Purvis Dr.

Triangle, VA 22172

Ph. 703-221-4696

1 Bedroom, \$670-720; 2 Bedroom, \$740-830; 3 Bedroom, \$850-910. Minimum income requirements. \$45 application fee. \$400 security deposit. Water and trash included. Pets welcome 30 lbs. and under with breed restrictions.

#### MONMOUTH WOODS

17060 Cromwell Place

King George, VA 22485

Ph: 540-775-0209 or 540-663-0433

Tax credit community. Minimum income requirement of \$22,000 (2 bedroom). 2 Bedroom, \$730; 3 Bedroom, \$860. Security deposit, ½ - 1 month's rent. Trash included. 6 month short-term lease available. Pets under 25 lbs welcome,\$300 deposit and \$20/month animal rent. Some handicapped accessible units available. Application Fee \$32.

#### MONTICELLO SQUARE APARTMENTS

2105 Cowan

Fredericksburg, VA 22401

Ph: 540-371-2880

Application fee \$60. Credit and background checks required. 1 Bedroom, \$850 - \$885; 2 Bedroom, \$950 - \$985; 3 Bedroom, \$1,150 - \$1,185. Security deposit, \$500. Utilities included. 1 pet welcome with \$50 deposit and \$10/month.

#### PARK RIDGE TOWNHOMES

86 Park Cove Drive

Stafford, VA 22554

Ph: 540-288-8406

Accepts Section 8. Tax Credit Community. Minimum income requirement of \$24,240. 3 Bedroom, 2 story town homes, \$1,105 - \$1,405. Security deposit, \$300 and up. Pets welcome, with conditions and \$300-400 fee. \$35/adult application fee. Resident pays utilities.

#### PINE FOREST ESTATES

5225 Pine Forest Lane, Ste 109

King George, VA 22485

Ph: 540-663-3475

Accepts Section 8. Subsidized. Tax Credit Community. Maximum income requirements. No application fee, but \$25 charge for credit and criminal background checks. 1 Bedroom, \$425-648; 2 Bedroom \$475-767. Credit toward electric. 2 wheelchair accessible units available. Only service animals welcome. \$250 security deposit. Waiting list.

#### POINTE AT STAFFORD

300 Park Ridge Court

Stafford, VA 22406

Ph: 540-659-9770

1 Bedroom, \$975 and up; 2 Bedroom, \$1,190 and up. Security deposit, \$150 and up. Trash included. 1, 3, and 6 month short-term leases available. Pets welcome, with a \$250 deposit and \$35/month, with breed restrictions on dogs. \$35/adult application fee. Waiting list.

#### **QUANTICO COURT**

19050 Fuller Heights

Quantico, VA 22172

Ph. 703-221-4888

Accepts Section 8. Tax credit. Minimum income requirement, \$25,020; maximum income requirement, \$41,340. \$32 application fee. 1 Bedroom, \$695-725. \$200 security deposit. Water, sewer, and trash included. Some handicapped accessible units available. No pets.

#### **QUANTICO TERRACE**

3600 Quantico Terrace Drive

Triangle, VA 22172

Ph. 703-221-4696

Subsidized housing. Accepts Section 8. 1 Bedroom, \$695-720; 2 Bedroom, \$875. No application fee. Security deposit is same as rent. Water, sewer, and trash included. Cats welcome. 3 handicapped accessible units available. Waiting list.

#### RIVERSIDE MANOR

101 Riverside Manor

Fredericksburg, VA 22401

Ph: 540-785-3620

Section 8. Tax credit varies. Minimum income of 2.5 times the rent. 2 Bedroom, \$1,044 and up; 3 bedroom, \$1,104 and up. Security deposit, \$300 and up. Resident pays utilities. No more then 2 pets under 35 lbs. welcome, with a \$300 and up deposit, and \$25/month animal rent. Application fee \$40.

#### RIVER WOODS APARTMENTS

2000 Woodlyn Drive

Fredericksburg, VA 22401

Ph: 540-371-6770

Rent can be no more than 30% of income. 1 Bedroom, \$795 and up; 2 Bedroom, \$880 and up. Security deposit, \$50 and up. Water, trash, and sewer included. 6 month short-term leases available. Pets welcome, with conditions, and a \$450 deposit plus \$25/month animal rent. \$25 application fee.

#### RIVERWOOD APARTMENTS

368 Riverwood Drive

Colonial Beach, VA 22443

Ph: 804-224-0901

Section 8. Subsidized. Minimum and maximum income requirements. 1, 2, and 3 Bedroom. Rent and security deposit are based on income. Resident pays utilities. Companion pets allowed. 4 handicapped accessible units available. Waiting list.

#### SALEM FIELDS

7100 Alpha Court

Fredericksburg, VA 22407

Ph: 540-548-4500

Accepts Section 8. Tax credit varies. Minimum and maximum income requirements. \$35 application fee. 3 Bedroom, \$1,013; 4 Bedroom, \$1,155. Security deposit, \$300 and up. Resident pays all utilities. Pets welcome with conditions..

#### SALEM RUN APARTMENTS

5715 Castlebridge Road

Fredericksburg, VA 22406

Ph: 540-785-7089

Accepts Section 8. Tax credit. Minimum income of \$25,512; 2 Bedroom, \$925; 3 Bedroom \$1,040 Resident pays electric, phone, and cable. Pets under 35 lbs. welcome with \$300 deposit, and \$15/month animal rent. Application fee \$32. Security deposit \$250 – 1.5 times 1 month's rent. Some handicapped accessible units available with 5 in ADA compliance.

#### THE MARK AT SALEM STATION APARTMENTS

11132-A Sunburst Lane

Fredericksburg, VA 22407

Ph: 540-898-1565 or 866-261-2517 toll free

Minimum income requirement of 3 times monthly rent. 1 Bedroom, \$934 and up; 2 Bedroom, \$1,069 and up; 3 Bedroom, \$1,279 and up. Security deposit, \$200 and up. Trash included. 12 month leases available. Pets under 70 lbs. welcome with \$150 deposit and \$25/ month. 3 handicapped accessible units available. \$40/adult application fee.

#### SHENANDOAH STATION

Accepts Section 8. Tax credit community. Maximum and minimum income requirements. 1 Bedroom, \$950-1,000; 2 Bedroom, \$1,080-1,180. \$25 application fee. Security deposit, 1/2-1 month's rent. Water, sewer, trash, electric, gas, and satellite television included. 2 handicapped accessible units available. Pets welcome with \$300-400 deposit, \$25/month, and breed restrictions.

#### **SKY TERRACE**

126 Onville Road Stafford, VA 22556

Ph: 540-658-1700

Accepts Section 8. Tax credit community. 2 Bedroom, \$1,035-1,270; 3 Bedroom, \$1,105-1,330; 4 Bedroom, \$1,195-1,415. Resident pays all utilities, plus \$12/month trash pickup. No handicapped accessible units available. Waiting list. Application fee \$35. Pets welcome with a \$300 deposit. Security deposit \$300 and up. Maximum income requirements: 1 person, \$41,340; 2 people, \$47,220; 3 people, \$53,160; 4 people, \$59,040; 5 people, \$63,780; 6 people, \$68,460; 7 people, \$73,200; 8 people, \$77,940. Minimum income requirements: 2 Bedroom, \$24,440; 3 Bedroom, \$26,220; 4 Bedroom, \$28,000.

#### SOUTHAMPTON STATION

4118 Southway Lane

Triangle, VA 22172

1 Bedroom, \$725-775; 2 Bedroom, \$850; 2 Bedroom town house, \$1,000. \$30 application fee. Minimum income requirements. Water and trash included. No pets. Security deposit, 1 month's rent.

#### THE COMMONS AT COWAN BLVD

2352 Cowan Blvd.

Fredericksburg, VA 22401

Ph: 540-371-6655

Accepts Section 8. Minimum income requirement of 2.5 times monthly rent. 1 Bedroom, \$800 and up; 2 Bedroom, \$875 and up; 3 Bedroom, \$1,300 and up. Security deposit, \$300 and up. 6-month leases available. Pets welcome, restrictions on dogs, and \$300 deposit and \$25/month animal rent. Application fee of \$35. Resident pays all utilities. Waiting list.

#### STAFFORD LAKES APARTMENTS

35 Stonehaven Drive

Fredericksburg, VA 22406

Ph: 540-286-0950

Accepts Section 8. Tax credit community. Subsidized housing. Minimum income requirement of \$25,725 for 2 Bedroom; \$29,225 for 3 Bedroom. Credit and background check required. 2 Bedroom, \$920 and up; 3 Bedroom, \$1,020 and up. Security deposit based on credit. Water, trash, and sewer included. Pets welcome, with a \$300 deposit and \$25/month. Application fee of \$32. Washer and Dryer included. Handicapped accessible units available.

#### STEEPLECHASE APARTMENTS

3500 Steeplechase Drive

Fredericksburg, VA 22407

Ph: 540-898-0616 or 866-602-3869

1 Bedroom \$829 – 969; 2 Bedroom, \$939 – 1,094; 3 Bedroom, \$1,240 – 1,420. Security deposit \$150 and up. Washers and dryers. Resident pays utilities. Pets welcome with breed restrictions, \$250 non-refundable deposit, \$150 refundable deposit, and \$30/month animal rent. 2 handicapped accessible units available. Application fee of \$30.

#### STONE GATE

20 Stonegate Place Stafford, VA 22554

Ph: 540-659-4141

Accepts Section 8. Tax credit. Minimum income requirements: 2 Bedroom, \$30,870; 3 Bedroom, \$34,050. 2 Bedroom, \$1,029; 3 Bedroom, \$1,135. Security deposit \$250-500. Water, trash, and washer and dryer included. Pets 40 lbs. and under welcome with \$250 deposit and \$20/month animal rent. 9 wheelchair handicapped accessible units available. Application fee of \$32.

#### THE BELMONT AT COWAN PLACE

2520 Belmont Terrace

Fredericksburg, VA 22401

Ph: 540-371-7005, 888-228-8601, or 866-264-0356 toll free

1 Bedroom, \$975 and up; 2 Bedroom, \$1,150 and up. 3-12 month leases available at a premium. Pets welcome, with breed restrictions on dogs. 5 handicapped accessible units available. Waiting list. Application fee \$40, administration fee \$250, Security deposit \$250. Minimum income requirement of 3 times monthly rent. Resident pays utilities.

#### TERRACES OF BELLS RUN

50 Belladonna Lane

Stafford, VA 22554

Ph: 540-657-5483

3 and 4 Bedroom, \$1,440 and up. Security deposit, \$400. Resident pays all utilities. Pets welcome, with \$350 pet deposit, and \$15/month animal rent. Application fee \$40. 2 handicapped accessible units available.

#### **TIMBER RIDGE**

3500 Golden Field Lane Fredericksburg, VA 22408

Ph: 540-710-6595

Accepts Section 8. Tax credit. 2 Bedroom. \$895 - \$920; 3 Bedroom, \$1,020 - \$1,040. Security deposit, \$300. Resident pays utilities. Washer and dryer included. 2 level town homes with steps and wheelchair accessible interior. Application fee \$35. Minimum income requirements of \$21,000 for 2 Bedroom and \$24,000 for 3 Bedroom. Maximum income requirement based on household size. Pets welcome with breed restrictions on dogs.

#### TOWNSEND SQUARE APARTMENTS

1100 Townsend Blvd.

Fredericksburg, VA 22401

Ph: 540-899-7711

Tax credit community. Minimum income requirement is \$25,000. 2 Bedroom, \$910; 3 Bedroom, \$1020. Security deposit, ½ month's rent. Water, trash, and sewer included. 6 month short-term lease available, at a \$35 premium. Cats welcome, with \$300 deposit and \$25/month. 16 handicapped accessible units. Application Fee \$32.

#### THE VILLAGE AT ENGLAND RUN

101 England Pointe Drive Fredericksburg, VA 22406

Ph: 540-370-4055

Accepts Section 8. Tax credit community. Minimum and maximum income requirements. 2 Bedroom, \$949; 3 Bedroom, \$1,089; 4 Bedroom, \$1,095. Security deposit, \$99-300. Water and trash included. Pets welcome, \$300 Pet fee, and \$25/month animal rent. \$32 application fee. Waiting list.

#### VINE PLACE APARTMENTS

100 Timber Lake Street Stafford, VA 22554

Ph: 540-659-4287

Accepts Section 8. Tax credit. Minimum and maximum income requirements. 2 Bedroom, \$920-990; 3 Bedroom, \$1,060-1,120; 4 Bedroom \$1,100. Town homes available. Security deposit based on credit. Water, trash, and sewer included. Pets welcome, with \$250 deposit and \$25/month. Some handicapped accessible units available. \$32 application fee.

#### WELLINGTON LAKES APARTMENTS

136 Wellington Lakes

Fredericksburg, VA 22401

Ph: 540-371-2660 or 866-644-6191

Accepts Section 8. 1 Bedroom, \$795; 2 Bedroom, \$875. Security deposit, \$300 and up. Gas included. Pets welcome with \$300 non-refundable deposit and \$25/month. No handicapped accessible units available. \$35 application fee.

#### WELLINGTON WOODS APARTMENTS

1704 Lafayette Blvd.

Fredericksburg, VA 22401

Ph: 540-371-5335 or 888-640-0953

Accepts Section 8. 1 Bedroom, \$745; 2 Bedroom, \$845, 3 Bedroom, \$910-930. Security deposit, \$300 and up. Gas included. Pets welcome with \$300 non-refundable deposit and \$25/month. No handicapped accessible units available. Waiting list.

#### WINDOVER VILLAS (Individual Houses)

8001 Cherry Tree Drive

Fredericksburg, VA 22407

Ph: 540-785-4009

Section 8. Tax credit. Minimum and maximum income requirements. 3 Bedroom, \$1,299 and up; 4 Bedroom, \$1,350 and up. Security deposit, based on credit. Pets welcome, with breed restrictions on dogs, \$300 pet fee, and \$35/month animal rent. 9 handicapped accessible units. Trash included. \$32 application fee.

## WHERE TO GET INFORMATION AND ASSISTANCE

#### CENTRAL VIRGINIA HOUSING COALITION (CVHC)

208 Hudgins Road

Fredericksburg, VA 22408 Gary W. Parker, Director

Ph: 540-604-9943 or 540-373-2842

Fax: 540-604-9949

Provides one-time financial assistance to families who are in danger of being evicted or are involuntarily displaced. Lend-a-hand fund may assist with security deposits or late rent. Assists families without indoor plumbing to access low cost repairs and/or installation. Administers homeownership programs. Operates the Housing Choice Voucher Program, and Colonial Heights Apartments, where rental rates are reasonable and affordable.

#### HABITAT FOR HUMANITY INTERNATIONAL

P.O. Box 8265

Fredericksburg, VA 22404

Charles Hill, President

Ph: 540-891-5009

Through volunteer labor, management expertise, and tax-deductible donations of money and materials, Habitat builds and rehabilitates homes with the help of the homeowners. Houses are sold at no profit to partner families, and no-interest mortgages are issued over a fixed period.

#### HEALTHY FAMILIES RAPPAHANNOCK AREA

15 Hope Road

Stafford, VA 22554 Ph: 540-288-1937 Fax: 540-659-0736

Home visiting program for first-time parents that prevents child abuse and neglect.

#### POTOMAC LEGAL AID SOCIETY (PLAS)

618 Kenmore Ave.

Fredericksburg, VA 22401

Ph: 540-374-9101 or 866-534-5243

Fax: 540-374-9169

Provides telephonic intake and free telephonic advice to low-income persons. Refers to Rappahannock Legal Services those persons requiring more than advice or those having community-based problems.

#### PROJECT FAITH, INC.

10073 Kings Highway

King George, VA 22485

Ph: 540-775-3492 Fax: 540-775-3518

www.project-faith.com

Non-profit housing organization providing affordable housing for persons with disabilities and the elderly with low income.

#### RAPPAHANNOCK LEGAL SERVICES, INC. (RLS)

618 Kenmore Ave., Suite 1-A Fredericksburg, VA 22401 William L. Botts, III, Director

Ph: 540-371-1115 Fax: 540-371-1114 www.rapplegal.com

Provides free legal assistance to low-income persons in civil matters (including housing) that require more than advice.

#### S.E.R.V.E., INC.

15 Upton Lane

Stafford, VA 22554

Marilyn Stevens, Resource Director

Ph: 540-288-9603

Provides emergency rent and utility assistance to Stafford County residents. Hours: 10 a.m. - 2:30 p.m. Monday and Wednesday; 1:00-4:30 p.m. Tuesday and Thursday.

#### CITY OF FREDERICKSBURG

City Hall

Code Compliance Ph: 540-372-1080

Inspects rental dwellings for compliance with city housing code.

#### KING GEORGE COUNTY

King George Courthouse

**Building Inspections** 

Ph: 540-775-7111

Inspects dwellings for compliance with the Uniform Statewide Building Maintenance Code.

#### SPOTSYLVANIA COUNTY

Code Compliance

**Building Office** 

Ph: 540-582-7044

Inspects rental dwellings for compliance with the Uniform Statewide Building Maintenance Code.

#### STAFFORD COUNTY

**Building Inspections** 

Ph: 540-658-8650

Inspects rental dwellings for compliance with the Uniform Statewide Building Maintenance Code.

#### **CAROLINE COUNTY**

**Building Inspections** 

Ph: 804-633-4303

Inspects rental dwellings for compliance with the Uniform Statewide Building Maintenance Code.

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#### Virginia Housing Development Authority (VHDA) –

Ph: 800-835-6598 or 804-343-5821

www.vhda.com

#### Virginia Department of Housing and Community Development (DHCD) -

Ph: 804-371-7000 www.dhcd.virginia.gov

#### **HUD - U.S. Department of Housing and Urban Development -**

Ph: 800-842-2610, 202-708-1112, 800-669-9777, or 804-278-4510

#### **HUD Office of Multifamily Housing Programs –**

Ph: 800-685-8470

Call for brochure on resident rights and responsibilities in HUD assistance housing.

#### Housing Opportunities Made Economical, Inc. (HOME) –

1501 Princess Anne Street Fredericksburg, VA 22401

Ph: 540-361-7477 Fax: 540-361-4345

Email: homeinc@homeinc.us

#### **Quinn Rivers Agency for Community Action –**

2217 Princess Anne Street, Suite 211

Fredericksburg, VA 22401

Ph: 540-368-2700 Fax: 540-368-1448

Provide time-limited financial and housing assistance to low-income people.